00-R-1473

CITY COUNCIL ATLANTA, GEORGIA

A SUBSTITUTE RESOLUTION BY CUTY UTILITIES COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LOCAL GOVERNMENT PROJECT AGREEMENT BETWEEN THE CITY OF ATLANTA AND THE GEORGIA DEPARTMENT OF TRANSPORTATION FOR DESIGN AND CONSTRUCTION OF VARIOUS SIDEWALKS AND BICYCLE/PEDESTRIAN FACILITIES; AND FOR OTHER PURPOSES.

WHEREAS, the city of Atlanta has represented to the Georgia Department of Transportation a desire to construct various sidewalks in the city of Atlanta; and

WHEREAS, said sidewalks include the following sections:

- (a) Fairburn Road from MLK, Jr. Drive to Stone Road
- (b) S.E. Atlanta along Manigault, Funston Street, and Lakewood Avenue
- (c) S.W. Atlanta along Oglethorpe Avenue, Rose Circle, and McMuray
- (d) Peachtree Hills Avenue from Peachtree Road to Lindbergh Drive
- (e) Pryor Road Streetscape from Claire Drive to University Avenue
- (f) City of Atlanta Sidewalks @ 16 Schools: and

WHEREAS, the City of Atlanta has represented to the Georgia Department of Transportation a desire to make Transportation Facility Improvements for Bicycle and Pedestrian use; and

WHEREAS, the Georgia Department of Transportation has expressed a willingness to participate in the funding of the construction of these transportation improvement projects with funds of GDOT, funds appropriated to the Georgia Department of Transportation by the Federal Highway Administration, under Title 23, United States Code, Section 104, or a combination of funds from the above sources; and

WHEREAS, the Georgia Department of Transportation has expressed a willingness to participate by funding eighty percent of the construction of the projects as set forth in Exhibit "A" of the Agreement for each project; and

WHEREAS, the Georgia Department of Transportation has requested that the City of Atlanta participate in the construction of these projects by funding one hundred percent of design services, right-of-way costs, and utility relocation costs directly related to the completion of these projects, as set forth in Exhibit "A" of the Agreement, and twenty percent of the construction of these projects, and by accomplishing all the construction activities of these projects.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

Section 1: The Mayor be and is hereby authorized to enter into an appropriate Local Government Project Agreement with the Georgia Department of Transportation for the design and construction of various sidewalk projects, bicycle and pedestrian facilities in the city of Atlanta, as follows;

- a) Fairburn Road from MLK, Jr. Drive to Stone Road
- b) S.E. Atlanta along Manigault, Funston Street, and Lakewood Avenue
- c) S.W. Atlanta along Oglethorpe Avenue, Rose Circle, and McMuray
- d) Peachtree Hills Avenue from Peachtree Road to Lindbergh Drive
- e) Pryor Road Streetscape from Claire Drive to University Avenue
- f) City of Atlanta Sidewalks @ 16 Schools: and

Section 2: That the City Attorney be and is hereby directed to prepare the appropriate Agreement in cooperation with the Department of Public Works, for execution by the Mayor, or be approved by the City Attorney as to form.

Section 3: That this agreement shall not become binding on the City and the City shall incur no liability upon same until such agreement has been executed by the Mayor and delivered to the Georgia Department of Transportation and countersigned by that Party.

A true copy.

Thond Dauphin Johnson Municipal Clerk, CMC

ADOPTED by the Council **APPROVED** by the Mayor JUN 04, 2001 JUN 08, 2001



AGREEMENT # 31601

BETWEEN

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

AND

THE CITY OF ATLANTA

FOR

TRANSPORTATION FACILITY IMPROVEMENTS (BIKE/PEDESTRIAN FACILITIES)

This AGREEMENT is made and entered into this day of,
, by and between the DEPARTMENT OF TRANSPORTATION, an agency of
the State of Georgia, hereinafter called the "DEPARTMENT", and the CITY OF
ATLANTA, GEORGIA, acting by and through its Mayor and City Council, hereinafter
called the "CITY".

WHEREAS, the CITY has represented to the DEPARTMENT a desire to improve the transportation facilities listed in Exhibit "A" and attached hereto, hereinafter referred to as the "PROJECT"; and

WHEREAS, the CITY has represented to the DEPARTMENT a desire to participate in certain activities of the PROJECT as set forth in this AGREEMENT, and the DEPARTMENT has relied upon such representations; and

WHEREAS, the DEPARTMENT has expressed a willingness to participate in certain activities of the PROJECT as set forth in this AGREEMENT.

THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the CITY hereby agree each with the other as follows:

- 1. The CITY shall contribute to the PROJECT by funding all or certain portions of the PROJECT costs for the preconstruction engineering (design) activities, utility relocations, right of way acquisitions, and/or construction as set forth in Exhibit "A".
- 2. The DEPARTMENT shall contribute to the PROJECT by funding all or certain portions of the PROJECT costs for the design activities, utility relocations, right of way acquisitions, and/or construction as set forth in Exhibit "A". The DEPARTMENT may use funds of the DEPARTMENT, funds apportioned to the DEPARTMENT by the Federal Highway Administration, hereinafter referred to as the "FHWA", under Title 23, United States Code, Section 104, or a combination of funds from any of the above sources; subject to those certain conditions set forth in this AGREEMENT.
- 3. If the actual costs for any or all of the funding categories exceed the amounts set forth in Exhibit "A", the CITY shall fund 100% of such excess costs.
- 4. The CITY shall be responsible for all costs for the continual maintenance and the continual operations of any and all sidewalks within the PROJECT limits.

- 5. The CITY shall accomplish all of the design activities for the PROJECT. The design activities shall be accomplished in accordance with the applicable guidelines used by the DEPARTMENT, such as: the DEPARTMENT's Plan Development Process; the applicable guidelines of the American Association of State Highway and Transportation Officials, hereinafter referred to as "AASHTO"; the DEPARTMENT's Standard Specifications, Construction of Roads and Bridges; the DEPARTMENT's Plan Presentation Guide; and other applicable guidelines of the DEPARTMENT. The CITY's responsibility for design shall include, but is not limited to the following items:
- a. Prepare the PROJECT concept report in accordance with the format attached as exhibit "B". The concept report shall be approved by the DEPARTMENT prior to the CITY beginning further development of the PROJECT plans. It is recognized by the parties that the approved concept may be modified by the CITY as required by the DEPARTMENT and reapproved by the DEPARTMENT during the course of design due to public input, environmental requirements, or right of way considerations.
- b. Prepare environmental studies, documentation, and reports for the PROJECT that show the PROJECT is in compliance with the provisions of the National Environmental Protection Act and Georgia Environmental Protection Act, as appropriate to the PROJECT funding. This shall include any and all archaeological, historical, ecological, air, noise, underground storage tanks (UST), and hazardous waste site studies required. The CITY shall submit to the DEPARTMENT all environmental documents and reports for review and approval by the DEPARTMENT and the FHWA. If required, prepare all public hearing and public information meeting displays and conduct all required public

hearings and public information meetings in accordance with DEPARTMENT practice.

- c. Perform all surveys, mapping, and soil investigation studies as required for the adequate design of the PROJECT.
- d. Perform all work required to obtain project permits, including, but not limited to, US Army Corps of Engineers 404 and Federal Emergency Management Agency (FEMA) approvals. These efforts shall be coordinated with the DEPARTMENT.
- e. Prepare the PROJECT's drainage design including erosion control plans and the development of the hydraulic studies for the Federal Emergency Management Agency Floodways and acquisition of all necessary permits associated with the drainage design.
- f. Prepare preliminary construction plans including a preliminary cost estimate, right of way plans (if required), utility plans, erosion control plans, lighting plans (if required), traffic control / sequence of operations plans (if required), 90% complete plans for review at the Final Field Plan Review Inspection (FFPR) and final construction plans including a final cost estimate, supplemental specifications and special provisions for the PROJECT.
- g. Provide certification, by a Georgia Registered Professional Engineer, that the construction plans have been prepared under the guidance of the professional engineer and are in accordance with AASHTO and DEPARTMENT guidelines.
- h. Failure of the CITY to follow the DEPARTMENT's Plan Development Process will jeopardize the use of Federal funds in some or all of the categories

outlined in Exhibit "A", and it shall be the responsibility of the CITY to make up

- 6. The PROJECT construction plans and right of way plans (if required) shall be prepared in English units of measure.
- 7. All drafting and design work performed on the project shall be done utilizing Microstation and CAiCE software respectively, and shall be organized as per the DEPARTMENT's guidelines on electronic file management.
- 8. The DEPARTMENT shall review and has approval authority for all aspects of the PROJECT. The DEPARTMENT will work with the FHWA to obtain all needed approvals with information furnished by the CITY.
- 9. The CITY shall be responsible for the design of all bridge(s) and preparation of any required hydraulic and hydrological studies within the limits of this PROJECT in accordance with the DEPARTMENT's policies and guidelines. The CITY shall perform all necessary survey efforts in order to complete the design of the bridge(s) and prepare any required hydraulic and hydrological studies. The final bridge plans shall be incorporated into this PROJECT as a part of this AGREEMENT.
- 10. If the PROJECT is located on a State Route, the CITY shall follow the DEPARTMENT's procedures for identification of existing and proposed utility facilities on the PROJECT. These procedures, in part, require all requests for existing,

proposed, or relocated facilities to flow through the DEPARTMENT's Project Liaison and the District Utilities Engineer.

- 11. The CITY shall address all railroad concerns, comments, and requirements to the satisfaction of the DEPARTMENT.
- 12. Upon the CITY's determination of the rights of way required for the PROJECT and the approval of the right of way plans by the DEPARTMENT, the necessary rights of way for the PROJECT shall be acquired by the responsible party as set forth in Exhibit "A". Right of way acquisition shall be in accordance with the law and the rules and regulations of the FHWA including, but not limited to, Title 23, United States Code; 23 CFR 710, et. seq., and 49 CFR Part 24, and the rules and regulations of the DEPARTMENT. Failure of the CITY to follow these requirements may result in the loss of Federal funding for the PROJECT and it will be the responsibility of the CITY to make up the loss of that funding. All required right of way shall be obtained and cleared of obstructions, including underground storage tanks, prior to advertising the PROJECT for bids. The CITY shall further be responsible for making all changes to the approved right of way plans, as deemed necessary by the DEPARTMENT, for whatever reason, as needed to purchase the right of way or to match actual conditions encountered.
- 13. Upon completion and approval of the PROJECT plans, certification that all needed rights of way have been obtained and cleared of obstructions, and certification that all needed permits for the PROJECT have been obtained by the CITY, the PROJECT shall be let for construction by the responsible party as set forth in Exhibit

The responsible party shall be solely responsible for securing and awarding the fuction contract for the PROJECT.

- 14. The CITY agrees that all reports, plans, drawings, studies, specifications, estimates, maps, computations, computer diskettes and printouts, and any other data prepared under the terms of this AGREEMENT shall become the property of the DEPARTMENT. This data shall be organized, indexed, bound, and delivered to the DEPARTMENT no later than the advertisement of the PROJECT for letting. The DEPARTMENT shall have the right to use this material without restriction or limitation and without compensation to the CITY.
- 15. The CITY shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on behalf of the CITY pursuant to this AGREEMENT. The CITY shall correct or revise, or cause to be corrected or revised, any errors or deficiencies in the designs, drawings, specifications, and other services furnished for this PROJECT. Failure by the CITY to address the errors or deficiencies within 30 days shall cause the CITY to assume all responsibility for construction delays caused by the errors and deficiencies. All revisions shall be coordinated with the DEPARTMENT prior to issuance. The CITY shall also be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, and other services furnished by or on behalf of the CITY pursuant to this AGREEMENT.

the essence and both parties shall adhere to the priorities established in the approved France and both parties shall adhere to the priorities established in the approved France and both parties shall adhere to the priorities established in the approved Transportation Improvement Program (TIP/STIP) or earlier. Furthermore, all parties shall adhere to the detailed project schedule, as approved by the DEPARTMENT. In the completion of respective commitments contained herein, if a change in the schedule is needed, the DEPARTMENT shall have final authority. If, for any reason, the CITY does not produce acceptable deliverables at the milestone dates defined in the current TIP/STIP, or in the approved schedule, the DEPARTMENT reserves the right to delay the project's implementation until funds can be re-identified for construction or right of way, as applicable.

17. This AGREEMENT is made and entered into in Fulton County, Georgia, and shall be governed and construed under the laws of the State of Georgia. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the DEPARTMENT and the CITY have caused these presents to be executed under seal by their duly authorized representatives.

CITY OF ATLANTA

A L.	CIT OF ATLANTA
Stephen T. Henry District Engineer	By:(Seal) Mayor
Recommended:	Signed, sealed and delivered this day, 2001, in the presence of:
Director, Preconstruction Division	Witness
Chief Engineer	Notary Public
Department of Transportation	This Agreement, approved by City Of Atlanta, the day of, 2001.
Deputy Commissioner	
ATTEST:	ATTEST:
Treasurer	Chief Operating Officer
REVIEWED AS TO LEGAL FORM:	Federal Employer Identification Number
Office of Legal Services	APPROVED:
	Commissioner Department of Public Works
	APPROVED AS TO FORM:
	City Attorney

EXHIBIT "A"

AGREEMENT NUMBER: 31601 CITY OF ATLANTA



				Project Funding Sources & Fiscal Year of Authorization	l Year of Authorization			Responsible Party	ole Party
		; ;				į		Acquire	Const.
Project (PI #, Proj #, Desc.)	Type	Prelim. Eng (County)	FY	K/W FY	Construction :	FY	Uty Reloc. Costs	K/W	Letting
762563, STP-7625-00(630)	Bike/ Ped.	100% CITY	2001	100% CITY	80% DOT/FED	200	100% CITY	CITY	CITY
Fairburn Road/CR.1349 Fm	Facilities				20% CITY	_			
MLK Jr. Dr. to Stone Rd.					>100% CITY				
762600, STP-7626-00(000)	Bike/ Ped.	100% CITY	2001	100% CITY	80% DOT/FED	200	100% CITY	CITY	CITY
City of Atlanta Sidewalks @	Facilities				20% CITY	_			
Schools, Ph 1					>100% CITY				
762601, STP-7676-00(010)	Bike/ Ped.	100% CITY	2001	100% CITY	80% DOT/FED	200	100% CITY	CITY	CITY
City of Atlanta Sidewalks @	Facilities				20% CITY	_			
Schools, Ph 2					>100% CITY				
762613, CM-7626-00(130)	Bike/ Ped.	100% CITY	2001	100% CITY	80% DOT/FED	200	100% CITY	CITY	CITY
	Facilities				20% CITY	_			
Funston St.; Lakewood Ave.					>100% CITY				
	Bike/ Ped.	100% CITY	2001	100% CITY	80% DOT/FED	200	100% CITY	CITY	CITY
	Facilities				20% CITY	-			
Ave.; Rose Cir.; McMurray Dr.					>100% CITY		11.725		
	Bike/ Ped.	100% CITY	2001	100% CITY	80% DOT/FED	200	100% CITY	CITY	CITY
Peachtree Hills fm Peachtree to	Facilities				20% CITY	_			
Linbergh Dr.					>100% CITY				

Notes:
| Percentages refer to the amount in the approved TIP/STIP at the time funds are authorized (> 100% is all costs over the TIP/STIP amount).



Exhibit "B" DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

PROJECT CONCEPT REPORT

Project Number:
County:
P. I. Number:
DESCRIPTION:
Federal Route Number:
State Route Number:

This project concept is contained in the Regional Transportation Plan (RTP) and/or in the State Transportation Improvement Program (STIP). The concept as presented herein and submitted for approval is consistent with that which is included in the RTP and/or the STIP.

DATE	STATE TRANSPORTATION PLANNING ADMINISTRATOR			
DATE	STATE ENVIRONMENTAL/LOCATION ENGINEER			
DATE	STATE TRAFFIC OPERATIONS ENGINEER			
DATE	DISTRICT ENGINEER			

DATE:

PROJECT CONCEPT REPORT

PROJECT NUMBER:			
COUNTY:			
DESCRIPTION:			
LENGTH:			
P.I. NUMBER:			
U.S. ROUTE NO.:	STATE RT. NO.:	C.R. / C.S. NO.:	
LOCATION:			
MILE POINT REFERENCE	BEGIN MP	END MP	
PDP CLASSIFICATION	Full Oversite () Exemple	t () N/A ()	
FUNCTION CLASSIFICATI	ON:		
EXISTING ROADWA	<u>AY</u>		
EXISTING ROADWAY TYPICAL SECTION:			
MAX. EXISTING GRADE:			
EXISTING MAJOR STRUCTURES:			
EXISTING RIGHT OF WAY WIDTH:			
PROJECT NEED & PURPOS	SE:		

□ PROPOSED DESIGN

PROPOSED TYPICAL SECTION: See GA STD. 9031W or Attached Typical Section and work description.

PROPOSED RIGHT-OF-WAY WIDTH:

TRAFFIC CONTROL DURING CONSTRUCTION (Vehicular and pedestrian traffic will be maintained at all times):

PROPOSED STRUCTURES:

DESIGN VARIATIONS REQUESTED

CONTROLLING CRITERIA	UNDETERMIN	ED YES	NO	
SIDEWALK WIDTH (5' min):	()	()	()	
SHOULDER WIDTH (10' min): VERTICAL CLEARANCE (8'4" min):	()	()	()	
VERTICAL CLEARANCE (8'4" min):	: ()	()	()	
BRIDGE SIDEWALK WIDTH (6' mir	n): ()	()	()	
SIDEWALK CROSS SLOPE (11/4" per	r foot max):()	()	()	
NUMBER OF RIGHT OF WAY PAI	RCELS: (Include	easement onl	y parcels)	
DISPLACEMENTS:				
COORDINATION AND SCH	HEDULING			
CONCEPT TEAM MEETING DATI	E (if required):			
CONFORMS TO TIP/STIP?	Yes No.	· ·		
MEETS LOGICAL TERMINI REQ	UIREMENTS?	Yes 1	No	
LEVEL OF ENVIRONMENTAL AN	NALYSIS:	Categorical E	xclusion	EA
PUBLIC INVOLVEMENT (if requir	red): Yes	No		
PERMITS REQUIRED (COE 404,W.	ATER QUALITY	, TVA) LIST	:	

TIME SAVING PROCEDURES APPROPRIATE: Yes _____ No ____

SCHEDULING CONSIDERATIONS

TIMETO COMPLETE ENVIRONMENTA	L: N	MONTHS	
TIME TO COMPLETE RIGHT OF WAY F	PLANS (if ro	equired):	MONTHS
TIME TO COMPLETE 404 PERMIT:	MONTHS	S	
TIME TO COMPLETE CONSTRUCTION	PLANS:	MONTHS	
TIME TO BUY RIGHT OF WAY (if require	ed):	MONTHS	
LOCAL GOVERNMENT COMMITMENT	S:		
OTHER PROJECTS IN THE AREA:			
PROBABLE LOCATIONS OF USTS:			
PROBABLE LOCATION OF HAZARDOU	S WASTE:		
OTHER ALTERNATES CONSIDERED:			
COMMENTS:			

ATTACHMENTS: COST ESTIMATE, LOCATION MAP, TYPICAL SECTIONS

Atlanta City Council

Regular Session

OO-R-1473 Agree. with GA DOT for design/construct of sidewalks, bicycle/ped. facilities ADOPT ON SUB

YEAS: 10
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 3
EXCUSED: 0
ABSENT 3

Y Moore Y McCarty B Dorsey Y Thomas Y Woolard NV Martin Y Emmons Y Starnes Y Alexander B Morris Y Maddox Y Bond NV Pitts Y Muller B Boazman NV Winslow

□3rd □V Vote □RC Vote FINAL COUNCIL ACTION ATLANTA CITY COUNCIL PRESIDENT P CRTIFIE J JUN 0 4 2001 4 200 CERTIFIED Readings □1st & 2nd □Consent Fav, Adv, Hold (see rev. side) Fav, Adv, Hold (see rev. side) Committee Refer To Members Action: Refer To Other: Chair Date First Reading Fay, Adv, Hold (see rev. side) Fav, Ady Hold (see rev. side) Date Committee, Other: Committee Members Refer To Refer To Date - /ノン Action: Chair Referred to Committee Chair ADOPTED BY COUNCIL Substitute JUN 0 4 2001 A RESOLUTION AUTHORIZING THE MAYOR TO AGREEMENT BETWEEN THE CITY OF ATLANTA PORTATION FOR DESIGN AND CONSTRUCTION AND THE GEORGIA DEPARTMENT OF TRANS-PEDESTRIAN FACILITIES; AND FOR OTHER EXECUTE A LOCAL GOVERNMENT PROJECT 10/2/00 - Referred w/o objection OF VARIOUS SIDEWALKS AND BICYCLE/ n-1473 1st ADOPT 2nd READ & REFER (Do Not Write Above This Line) REGULAR REPORT REFER ADVERTISE & REFER PERSONAL PAPER REFER CITY UTILITES COMMITTEE CONSENT REFER A RESOLUTION BY: Date Referred Date Referred Date Referred Referred To: Referred To: Referred To: PURPOSES 0004